



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

March 24, 2005

IN REPLY PLEASE

REFER TO FILE: PD-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HARBOR BOULEVARD WILDLIFE UNDERPASS PROJECT
IN THE VICINITY OF FULLERTON ROAD-PUENTE HILLS LANDFILL NATIVE
HABITAT PRESERVATION AUTHORITY-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the cooperative agreement with the Puente Hills Landfill Native Habitat Preservation Authority for the installation of a wildlife underpass on Harbor Boulevard in the vicinity of Fullerton Road. The agreement provides for the Puente Hills Landfill Native Habitat Preservation Authority to perform the design and maintenance of the project, finance the non-Federally reimbursable local agency share of the project costs, and the County to administer the construction contract. The construction cost of the project is currently estimated to be \$1,275,194.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the Puente Hills Landfill Native Habitat Preservation Authority (Habitat Authority) propose to construct a wildlife underpass at Harbor Boulevard that would provide safe passage for wildlife traversing from open space habitat on both sides of Harbor Boulevard. Animals, such as coyote and deer, are currently being struck and killed by vehicles traveling on Harbor Boulevard. The underpass would act as a habitat

linkage and reduce potential vehicle/wildlife conflict on Harbor Boulevard. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Community Services by improving the surrounding community. By connecting the wildlife corridor that is bisected by Harbor Boulevard, the project would help maintain the wildlife ecological process and thus enhance the wildlife environment. The project would also help to reduce vehicle/wildlife conflicts.

FISCAL IMPACT/FINANCING

This project will be constructed at no cost to the County. This project will be completed as a Federal-aid project utilizing Los Angeles County Metropolitan Transportation Authority (MTA) and Statewide Transportation Enhancement Activity (STEPA) grant funds. The entire cost of the project will be financed with these MTA and STEPA grant funds and local matching funds. The Habitat Authority will be responsible for financing the local matching funds.

The construction cost of the project is currently estimated to be \$1,275,194, with MTA grant funds in the amount of \$821,620, STEPA grant funds in the amount of \$307,309, and local matching funds in the amount of \$146,265. Funding for this project is included in the Fiscal Year 2004-05 Road Fund budget, which will be reimbursed by MTA and STEPA grant funds and Habitat Authority local matching funds. The Habitat Authority will deposit sufficient funds to cover their estimated contribution upon execution of this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been reviewed and approved as to form by County Counsel and signed by the Habitat Authority, provides for the Habitat Authority to perform design and specific maintenance activities for the project at its cost and provide 100 percent of the local matching funds required for construction. The agreement provides for the County to administer the construction contract.

The Honorable Board of Supervisors
March 24, 2005
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ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. On November 9, 2004, Synopsis 29, your Board adopted the Negative Declaration for the Harbor Boulevard Wildlife Underpass project, which describes the subject project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed project is of general interest to the County. The agreement provides for the Habitat Authority to provide specific maintenance activities related to landscaping and drainage for the project upon completion of construction. The underpass structure will be classified as a bridge in the County System of Highways in which the County will be responsible for biennial inspections and maintenance of the bridge structure.

CONCLUSION

Enclosed are three originals of the agreement, which have been approved by the Habitat Authority and approved as to form by County Counsel. Upon adoption of this letter and execution of the enclosed agreement, please return two originals of the agreement marked "Original" to us along with the adopted Board letter. The agreement marked "County Original" is for your files.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

DO:dp
C051237
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Enc.

cc: Chief Administrative Office
County Counsel

COUNTY ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY, a public entity of the State of California, established pursuant to California Government Code Section 6500 et. seq., hereinafter referred to as "HABITAT AUTHORITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, HABITAT AUTHORITY and COUNTY propose to construct a wildlife underpass at Harbor Boulevard in the vicinity of Fullerton Road as depicted in Exhibit A, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is of general interest to HABITAT AUTHORITY and COUNTY; and

WHEREAS, HABITAT AUTHORITY is willing to perform or cause to be performed the preparation of plans, specifications, and cost estimate for PROJECT at HABITAT AUTHORITY'S expense; and

WHEREAS, COUNTY is willing to perform environmental documentation, right-of-way certification, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT; and

WHEREAS, HABITAT AUTHORITY and COUNTY have secured various grant funds for CONSTRUCTION COST OF PROJECT as defined herein; and

WHEREAS, HABITAT AUTHORITY shall provide matching funds for the grant funds; and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be One Million Two Hundred Seventy-five Thousand One Hundred Ninety-four and 00/100 Dollars (\$1,275,194.00) with HABITAT AUTHORITY funding the nongrant portion of CONSTRUCTION COST OF PROJECT, which is currently estimated to be One Hundred Forty-six Thousand Two Hundred Sixty-five and 00/100 Dollars (\$146,265.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by HABITAT AUTHORITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the payments made to the construction contractor and the construction engineering and administration costs, which include advertisement (including legal advertisement and reproduction), construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, engineering design changes to the approved plans and specifications, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items, and also include costs incurred by HABITAT AUTHORITY for materials and services provided for the construction project.

(2) HABITAT AUTHORITY AGREES:

- a. To perform or cause to be performed the preparation of plans, specifications, and cost estimate for PROJECT at HABITAT AUTHORITY'S expense.
- b. To deposit with COUNTY, upon demand by COUNTY, sufficient funds to finance the portion of CONSTRUCTION COST OF PROJECT not financed with grant funds, which is currently estimated to be One Hundred Forty-six Thousand Two Hundred Sixty-five and 00/100 Dollars (\$146,265.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To pay one hundred percent (100%) of the nongrant funded portion of CONSTRUCTION COST OF PROJECT that COUNTY incurs to complete PROJECT. HABITAT AUTHORITY acknowledges that the actual cost of the nongrant funded portion of CONSTRUCTION COST OF PROJECT will be determined upon final accounting of PROJECT.
- d. To appoint COUNTY as HABITAT AUTHORITY'S attorney-in-fact for the purpose of representing HABITAT AUTHORITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- e. To provide construction engineering services, which includes responses to questions and inquiries on the approved plans and specifications and changes to the approved plans and specifications, as necessary due to actual conditions occurring during construction, at the request of

COUNTY. These construction engineering services are considered as part of CONSTRUCTION COST OF PROJECT.

- f. To provide any required landscape maintenance and biological monitoring for PROJECT at HABITAT AUTHORITY'S expense.
- g. To grant to COUNTY on a gratis basis, all right of way (easements, temporary easements, permits, etc.) over property owned by or under jurisdiction of the HABITAT AUTHORITY necessary for the construction of PROJECT.
- h. To grant to COUNTY on a gratis basis, all right of way (easements, permits, etc.) over property owned by or under jurisdiction of the HABITAT AUTHORITY necessary for maintaining functional roadway operations of Harbor Boulevard at PROJECT location.
- i. Upon completion of PROJECT, to maintain the interior of the underpass; to keep it free and clear of debris, graffiti, and other nuisances; and to keep drainage facilities free and clear of debris.

(3) COUNTY AGREES:

- a. To perform at COUNTY'S expense, all activities in connection with the acquisition of easement(s) necessary to construct and maintain PROJECT including preparation of documents.
- b. To invoice HABITAT AUTHORITY for the estimated nongrant funded portion of CONSTRUCTION COST OF PROJECT upon execution of this agreement and prior to award of PROJECT. Said demand will consist of a billing invoice prepared by COUNTY.
- c. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of HABITAT AUTHORITY in all negotiations pertaining thereto.
- d. If, upon opening of the construction bids, the construction contract cost of PROJECT exceeds One Million Sixty-two Thousand Six Hundred Sixty-two and 00/100 Dollars (\$1,062,662.00), COUNTY agrees to obtain HABITAT AUTHORITY approval of the increase in CONSTRUCTION COST OF PROJECT prior to award of construction contract.
- e. To exercise due diligence and care to assure that the necessary construction engineering and contract administration work needed to complete construction of PROJECT except for that that is to be provided by HABITAT AUTHORITY per Section (2) e. will be accomplished within the budget of \$212,532. If the construction engineering and contract

administration costs of PROJECT, as defined above, is projected to exceed \$212,532, COUNTY shall notify HABITAT AUTHORITY in advance of such services to be billed to HABITAT AUTHORITY. COUNTY and HABITAT AUTHORITY shall endeavor to agree upon the course of action to be taken.

- f. To perform all construction engineering services needed to carryout and complete construction of PROJECT except those delineated in Section (2) e. above, and to perform construction services delineated in Section (2) e. above if requested by HABITAT AUTHORITY at HABITAT AUTHORITY expense.
- g. To furnish HABITAT AUTHORITY, within one hundred twenty (120) calendar days after final payment to contractor for PROJECT, a final accounting of the actual total cost of PROJECT including an itemization of actual contract prices; an itemized accounting of actual labor, equipment, material, indirect, and miscellaneous costs; contract administration; and other administrative and overhead costs required for COUNTY'S services to complete PROJECT.
- h. To reimburse HABITAT AUTHORITY any of the unused portion, if any, of the nongrant funded portion of CONSTRUCTION COST OF PROJECT as provided in Sections (2) b. and (2) c. above within thirty (30) days after final accounting.
- i. To invoice HABITAT AUTHORITY for any costs in excess of grant funds secured by HABITAT AUTHORITY and COUNTY and the deposit as provided in Section (2) b. above within thirty (30) days after final accounting.
- j. To grant to HABITAT AUTHORITY a permit for wildlife crossing purposes at underpass PROJECT location. Said permit is to be revocable only if it is proven that the structural integrity or functional roadway operations are impaired.
- k. Upon completion of PROJECT to maintain the structural aspects of the project.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if HABITAT AUTHORITY'S payment, as set forth in Section (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending receipt of HABITAT AUTHORITY'S payment.

- b. That if CONSTRUCTION COST OF PROJECT, based upon the final accounting, exceeds all grant funds obtained by COUNTY and HABITAT AUTHORITY and the funds deposited by HABITAT AUTHORITY with COUNTY as set forth in Section 2 (b). above, HABITAT AUTHORITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY.
- c. That if HABITAT AUTHORITY'S payments, as set forth in Sections (2) b. and (4) b. above, are not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at an interest rate of seven percent (7%) per annum.
- d. That if HABITAT AUTHORITY'S payments, as set forth in Sections (2) b. and (4) b. above, are not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of HABITAT AUTHORITY on deposit with COUNTY after giving notice to HABITAT AUTHORITY of COUNTY'S intention to do so.
- e. HABITAT AUTHORITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY'S Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by HABITAT AUTHORITY to COUNTY within thirty (30) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of HABITAT AUTHORITY'S written report. HABITAT AUTHORITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.
- f. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of HABITAT AUTHORITY funds if applicable. HABITAT AUTHORITY shall be notified of such changes by invoice.
- g. During construction of PROJECT, COUNTY shall furnish a qualified inspector or other representative to perform the functions of an inspector. HABITAT AUTHORITY may also furnish, at HABITAT AUTHORITY'S expense, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.

- h. During construction of PROJECT, COUNTY inspector or other representative shall inform HABITAT AUTHORITY'S inspector or other representative of any changes to the approved plans and specifications. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.
- i. During construction of PROJECT, HABITAT AUTHORITY shall provide engineering design recommendations as necessary, at the request of COUNTY, to address specific changes to the approved plans and specifications. Such items requiring recommendations from the HABITAT AUTHORITY shall be discussed and mutually agreed upon by COUNTY and HABITAT AUTHORITY.
- j. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and HABITAT AUTHORITY.
- k. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

HABITAT AUTHORITY:

Ms. Andrea Gullo
Executive Director
Puente Hills Landfill Native Habitat Preservation Authority
7702 Washington Avenue, Suite C
Whittier, CA 90602

COUNTY:

Mr. Donald L. Wolfe
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of HABITAT AUTHORITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of HABITAT AUTHORITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, HABITAT AUTHORITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or

m. Neither HABITAT AUTHORITY nor any officer or employee of HABITAT AUTHORITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold HABITAT AUTHORITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the HABITAT AUTHORITY on _____, 2005, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Framin E. Scott
Deputy

PUENTE HILLS LANDFILL NATIVE HABITAT
PRESERVATION AUTHORITY

By Andrew Schultz
Executive Director

ATTEST:

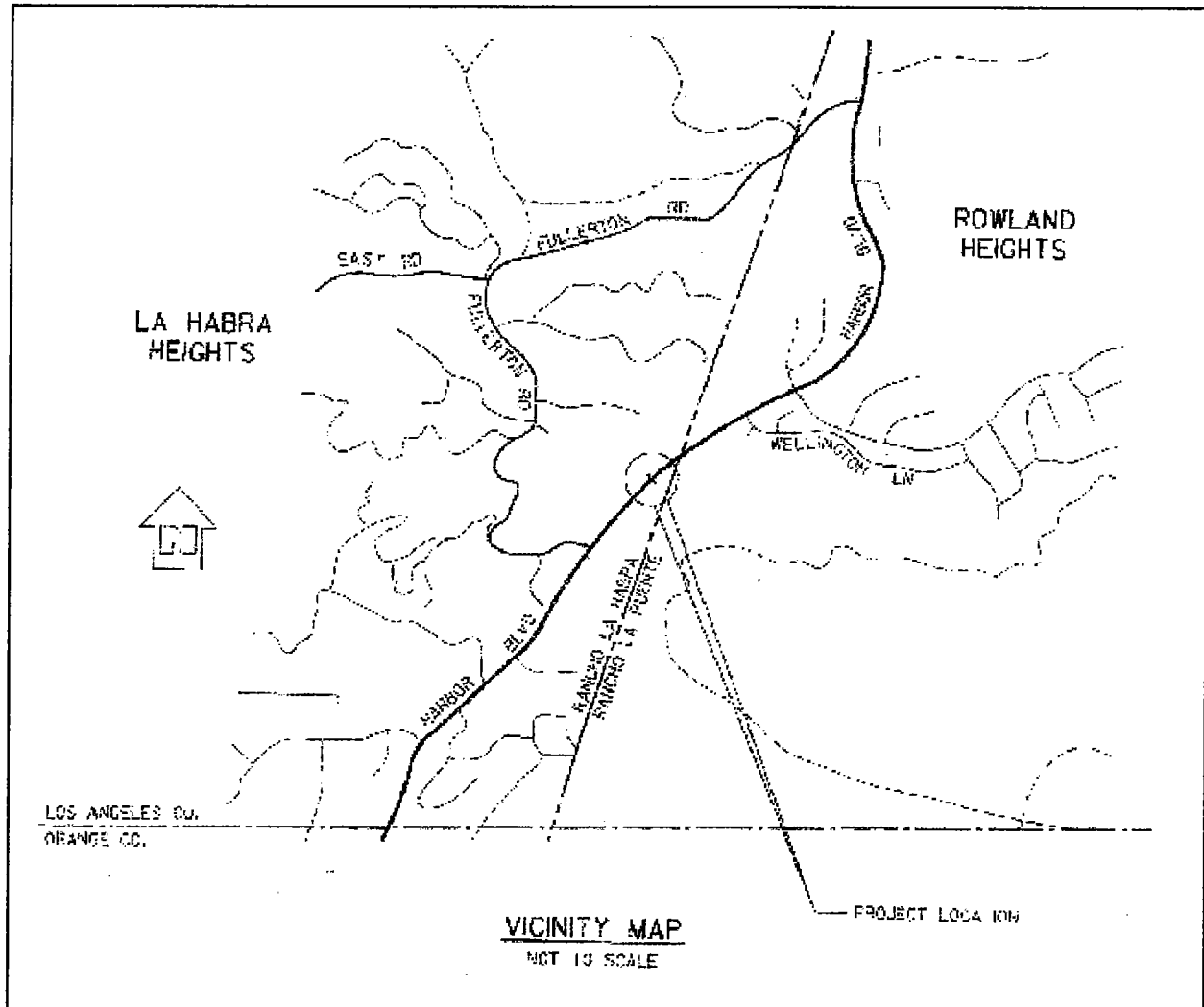
By [Signature]
Chairman

APPROVED AS TO FORM:

By [Signature]
Habitat Authority Attorney

EXHIBIT A

HARBOR BOULEVARD WILDLIFE UNDERPASS PROJECT LOCATION



Thomas Guide: 708 H-2